

REMARKS

Applicants respectfully request reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

This amendment adds and deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

Claims 1-17 have been cancelled without prejudice or disclaimer. New claims 18-34 have been added. New claims 18-34 are based on claims 1-17, respectively, but have been written to have improved readability. No new matter has been added.

After amending the claims as set forth above, claims 18-34 are now pending in this application.

Rejections under 35 U.S.C. § 112, second paragraph

Claims 1-17 stand rejected under 35 U.S.C. § 112, second paragraph as being indefinite. Claims 1-17 have been cancelled, and new claims 18-34 based on claims 1-17, respectively, have been added. New claims 18-34 have been written to have improved readability and to address the issues raised in the Office Action. Applicants submit that new claims 18-34 are definite under 35 U.S.C. § 112, second paragraph.

Rejection under 35 U.S.C. § 102

Claims 1 and 10-12 stand rejected under 35 U.S.C. § 102(a) and 102(e) as being anticipated by U.S. Patent No. 6,607,314 to McCannon et al. (hereafter “McCannon”). Applicants respectfully traverse this rejection for at least the following reasons. Claims 1 and 10-12 have been cancelled, and new claims 18 and 27-29, corresponding to claims 1 and 10-12, respectively, have been added. Insofar as this rejection can be applied to new claims 18 and 27-29, applicants respectfully traverse for at least the following reasons.

Independent claim 18 is directed to a method for use with a system comprising a board packaging line coordinating computer connected with devices constituting a board packaging line through a network. The method comprises a number of steps including “downloading service contract information and an application program from the application server to the board packaging line coordinating computer, wherein the service contract

information is based on a contract with a customer, and the application program is stipulated in the contract information” and “setting the downloaded device driver in each device of the board packaging line.” McCannon discloses neither of these recited steps.

McCannon is directed to an apparatus and method for updating a software routine (title). McCannon discloses an input/output module 12 of a printer 10 including an interface to local network server 40 having access to a locally stored database of device drivers and application software routines resident on the platforms served by the server 40. The local network server may have access to the internet for providing remote access to manufacturer device driver database 46 (see col. 5, lines 28-35).

The McCannon disclosure, however, fails to disclose a number of the features of claim 18. For, example, McCannon discloses nothing about downloading service contract information along with an application program from an application server in the context of the system recited in claim 18. Presuming for the sake of argument that the remote device driver database 46 of McCannon corresponds to the application server as recited, McCannon fails to disclose downloading any service contract information from the remote database. Still further, McCannon discloses only that device drivers are downloaded from the remote database 46 (see col. 5, lines 36-40), not application programs as recited in claim 18.

Even further, the McCannon system is for a printer 10, but McCannon says nothing about a system in the context of a board packaging line. Thus, McCannon does not suggest as recited in claim 18, “setting the downloaded device driver in each device of the board packaging line.”

In sum, McCannon fails to disclose or suggest a number of features of claim 18. Claim 18 is patentable over McCannon for at least this reason.

Independent claim 28 includes the limitations of “means for downloading, from the application server, service contract information and an application program, wherein the service contract information is based on a contract signed with a customer, and the application program is stipulated in the contract information” and “means for downloading a retrieved device driver from the application server and setting the downloaded device driver in each device of the board packaging line.” Thus, claim 28 is patentable over McCannon for reasons analogous to claim 18, discussed above.

Independent claim 29 includes the limitations of "means for downloading a service contract information and an application program from the application server through a communication client and a removable medium, wherein the service contract information is based on a contract signed with a customer and the application program is stipulated in the contract information" and "means for setting the retrieved device driver in each device of the board packaging line." Thus, claim 29 is patentable over McCannon for reasons analogous to claim 18, discussed above.

Claim 27 depends from claim 18, and is patentable for at least the same reasons, as well as for further patentable features recited therein.

Applicants believe that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.


The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

Date December 20, 2004

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